# A GUIDE TO MEDICARE

## Department of Health and Human Services

Health Care Financing Administration

July 1980

WHAT IT IS

WHO CAN QUALIFY

WHAT IS COVERED

WHAT IS NOT COVERED

WHAT IT COSTS

HOW PAYMENT IS MADE

HOW A CLAIM IS APPEALED

THE ROLE OF THE SOCIAL SECURITY OFFICE

GLOSSARY OF TERMS

THE HEALTH CARE FINANCING AD-MINISTRATION (HCFA) was established to combine health financing and quality assurance programs into a single agency HCFA is responsible tor the Madicare program, Federal participation in the Medicaid program, the Protessional Standards Review program and a variety of other health care quality assurance programs.

The mission of the Health Care Financing Administration is to promote the timely delivary of appropriate, quality health care to its beneticiaries — approximately 47 million of the nation's aged, disabled and poor The Agency must also ensure thal program beneticiaries are aware of the services for which they are eligible, that lihosa services are accessible and of high quality and that Agency policies and actions promote efficiency and quality within the total health care delivery system.

THE MEDICAID/MEDICARE MANAGE-MENT INSTITUTE (MIMMI), within the Health Care Financing Administration, Bureau of Program Operations, works with Federal, State, and confractor staff toward improved management of the Medicaid and

Madicare programs.

The MrMMI promotes program management improvements through problem analysis and lechnical assistance for corrective action, and tosters exchange of ideas and lechniques through conterances, workshops, training and publications.

Health Care Financing Administration Bureau of Program Operations Medicaid/Medicara Management Institute

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> This booklet is designed to highlight the Medicare program, primarily for use by employees of the Health Care Financing Administration, the Social Sacurity Administration, and by others involved in the administration of Medicare.

The information presented is not all inclusive and dpeq not take the place of regulations, operating procedures, or manual instructions.

Health Care Financing Administration Bureau of Program Operations Medicaid/Medicare Management Institute

Two programs of health insurance protection

- Hospital insurance—Part A

  Covers hospitalization and related care
- Medical insurance—Part B Covers physicians' care and certain medical and other health services

Words Capitalized in Bold Print are defined in the Glossary

People ege 65 and older and

Entitled to monthly

Sociel Security (SS) benefits or Railroad Retirement (RR)

annuity

People age 65 and older end

Ineligible for SS or RR benefits and

DEEMED INSURED

end A U S resident and

A U S citizen (or elien lewfully

edmitted for permanent residence with 5 years

continuous residence)

шпа

(See next page)

#### Part B-Medical Insurance

People entitled to Part A

People age 65 and older

and A U.S. resident

and

A U.S. citizen (or ellen lawfully admittad for permanent residence with 5 years continuous residence)

- Most eligible people have AUTOMATIC ENROLLMENT in Part B unless they specifically decline
- Enrollment request necessary by person who:
  —is not already an SS or RR

beneficiary

—has previously declined Part B Medical Insurance

or

### WHO CAN QUALIFY

#### Part A-Hospital Insurance

Not covered and (with some exceptions) could not have been covered under Federal Employees' Health Benefits Act of 1959

Note **DEEMED INSURED** provision applies only to women who attained age 65 before 1974, and to men who attained age 65 before 1975

or

People age 65 and older

and

Enrotted in Part B

and A U S resident

and

A U S Citizen (or alien tawfully admitted for permanent residence with 5 years continuous residence)

and

Not otherwise eligible May voluntarily enroll in Part A (must pay a monthly premium —

PREMIUM HI)

People under age 65
Entitled (or deemed entitled) to
disability-based benefits for the 24
preceding months

(See next page)

### Part A-Hospital Insurance

People any age
With end-stage renal disease (ESRD)
requiring transplant or dialysis and either
(a) SS beneficiary or RR annultant, or
(b) Fully or currently insured (railroad
work may count), or
(c) Spouse or dependent child of (a) or (b)

- Application must be filed
- Retroactive for up to 12 months (except PREMIUM HI—no retroactivity)

### Part B-Medical Insurance

- -has terminated Part B Medical Insurance (voluntarily or involuntarily)
- Entitlement not retroactive (except for people with end-stage renat diseases (ESRD) or people for whom States pay the Part B premium under a STATE BUY-IN AGREEMENT)

Services are subject to review and certification for payment by the PSRO or an institutional UTILIZATION REVIEW COMMITTEE. The certification is based on the medical necessity, quality, and appropriateness of the care to the needs of the patient.

### 3 major services:

- Inpatient hospital care Includes:
  - Up to 90 days per BENEFIT PERIOD (renewable in subsequent benefit periods) plus 60 days LIFETIME RESERVE (nonrenewable) in a PARTICIPATING hospital (and under limited conditions, in a nonparticipating U.S. hospital or a foreign hospital.)
  - Psychiatric hospital care (190 days lifetime limit with special reduction for first benefit period)
  - Semiprivate room and board
  - Operating room

(See next page)

### Part B-Medical Insurance

### Includes:

- Physicians' services (and services and supplies furnished incident to a physician's professional service)
- Oulpatient hospital services:

   incident to physicians' services
   diagnostic and Iherapeulic services provided by a PARTICIPATING hospital
- Diagnostic lests

  —x-ray

  —ctinical lab tests

  —other diagnostic tests
- Therapy

  —x-ray

  —radium

  —radioactive Isotope
- Limited chiropractic services

### WHAT IS COVERED

#### PART A-Hospital insurance

- Special care units
- Recovery room
- Drugs, medical supplies, and appliances furnished by the hospital
- Laboratory tests, x-ray, and radiological services
- Rehabilitation services
- Medical social services
- EMERGENCY SERVICES (can also be covered in nonparticipating hospitals under certain conditions)
- FOREIGN SERVICES (emergency and non-emergency inpatient care in Canada and Mexico may be covered under limited conditions)

(See next page)

#### Part B-Medical insurance

- Certified RURAL HEALTH CLINICS (RHC) may furnish the tollowing services
  - -physician services
  - -physician assistant services
  - -nurse practitioner services
  - -nurse midwife services
    -part-time visiting nurse services to
  - home bound patients in areas with a shortage of home health services
  - —services and supplies incident to the services of physicians, physician assistants, nurse practitioners and nurse midwives
- Other medical items and services
  - -surgical dressings
  - -splints
  - -casts
  - other devices used for reduction of fractures and dislocations
- Durable medical equipment for use in patient's home (rental or purchase) including home diatysis equipment and supplies

(See next page)

### Part A-Hospital Insurance

### Excludes:

- Services not reasonable and necessary for diagnosis or treatment of illness or Injury
- Personal comfort items
- Private duty nurses
- Physicians' services (may be covered under Part B)
  - Private room (unless medically necessary)
- Noncovered LEVEL DF CARE
- Extended care Includes:
  - Up to 100 inpatient days in a PARTICIPATING skilled nursing facility (SNF) per BENEFIT PERIOD

(See next page)

### Part B-Medical Insurance

- End-stage renal disease facility care by approved suppliers of maintenance dialysis services
- Certain ambulance services
- Prosthetic devices replacing all or part of an internal body organ (including prosthetic eyeglasses and contact lenses which replace the lens of the eye removed during cataract surgery)
  - Braces for arm, leg, back, neck
- Artificial arms, legs, eyes
- Home health services—up to 100 visits in a calendar year, in addition to Part A visits (same requirements as Part A except prior hospitalization not required) (Visiting nurse services turnished by a

(Visiting nurse services furnished by a RHC are not considered home health service visits and do not count against the 100 visits)

### WHAT IS COVERED

### Part A-Hospital Insurance

- Semiphyate room and board
- Regular nursing services
- Drugs, medical supplies end appliances furnished by the SNF
- Therepy (physicel, occupational, speech)
- Medical social services

Note: Admission to the SNF must follow within 14 days, a quelifying hospital stey of et least 3 consecutive days (the 14-day requirement may be extended under certain conditions)

#### Beneticiery must:

- Be edmitted for further treatment of e condition treated in the hospital
- Require skilled nursing care or other skilled rehabilitation services on e daily basis

-which-

es a practical matter can only ba provided in the SNF on en inpatient basis

(See next page)

### Part B-Medical Insurance

- Outpatient physical therapy and speech pathology by e PARTICIPATING hospital SNF HHA or approved clinic rehabilitation agency or public health egency
- Coverage of services of independently practicing physical therapists (up to \$100 of incurred expenses per calander yeer)

#### Excludes

- Items and services not reasonable and nacessary for diagnosis or treatment of illness or injury
- Routine physical check-ups
- Hearing eids, ayeglasses, and examinations for fitting or changing tham (exception: sea prosthetic devices above) and refractive services
- Immunizations (except where Immediata

(See next page)

### Part A-Hospital insurance

#### Excludes:

- Services not reasonable end necessary for diagnosts or treatment of illness or injury
- Personal comtort items
- Private duty nurses
- Physicians' services (may be covered under Part B)
- Private room (unless medically nacassery)
- □ Noncoverad LEVEL OF CARE
- 3. Home health services

### Covered only it beneficiery:

- confined to home
- under care of physician
- under written home health plan established by physicien within 14 days etter discharge from hospital or SNF

(See next page)

#### Part B-Medical Insurance

- Li Cosmetic surgery
- Cere, treetment, tilling, removal or replacement of teeth
- Routina and certain other foot cara
- Orthopedic shoes (unless built into leg braces) and other supportive devices for the feet
- Prescription drugs (axcept when not self-administered and cost included in administering physician's bill)

### WHAT IS COVERED

### Part A-Hospital Insurance

- needs intermittent or part-time skilled nursing care or physical or speech therapy for condition for which inpatient hospital or extended care services were received.
- is provided services within year following most recent discharge from 3-day hospital or covered SNF stay, whichaver is later

#### Includes:

- Up to 100 visits from a PARTICIPATING home health agency (HHA) after start of one BENEFIT PERIOD and before start of next
- Part-time nursing care
- Therapy (physical, occupational, speech)
- Part-time services of home health aides
- Medical supplies and appliances furnished by the HHA
- Medical social services

(Sea next page)

### Part A-Hospital Insurance

#### Excludas:

- Services not reasonable and necessary for diagnosis or treatment of illnass or injury
- Full-time nursing care
- Drugs and biologicals
- Personal comtort items
- Meals delivered to the home
- 13 Homemaker services
- Physicians' services (may ba covered under Parl B)
- Noncovered LEVEL OF CARE

NOTE: ALL MEDICARE COVERED SERVICES MAY BE PROVIDED TO A MEDICARE BENEFICIARY WHO IS A MEMBER OF A HEALTH MAINTENANCE ORGANIZATION (HMO) WHICH HAS A CONTRACT WITH HCFA. IN THIS CASE, NO CLAIM IS FILED PAYMENT IS MADE TO THE HMO BASED ON THE COST OF PROVIDING THE SERVICE, AND THE DEDUCTIBLE AND COINSURANCE ARE MET THROUGH A REGULAR MONTHLY PREMIUM PAID BY THE BENEFICIARY TO THE HMO

### General Exclusions from Coverage

No payment can be made under either the hospital or medical insurance programs for certain items and services which are excluded under the Medicare lew. These ere items or services.—

- For which the beneficiary has no legal obligation to pay and for which no other person hes a legal obligation to provide of pay for
- Which are paid for by governmental entities—Federal, State, or local
- □ Which are required as a result of war
- For which charges are imposed by an immediate relative of the beneficiary or e member of his/her household
- For which payment has been made or can reesonably be expected to be made under a workers' compensation taw

- No monthly premium for insured beneticiaries
- Available with premium for uninsureds

### inpatient hospital care

Program pays REASONABLE COSTS atte

- Inpatient hospital DEDUCTIBLE per BENEFIT PERIOD
  - -Amount determined each year by the
  - Secretary of HHS -Approximates the national average cost of a 1-day hospital stay
  - Changes effective for benefit periods beginning on or after January
- COINSURANCE from 61st through 90th day
  —Equals 1/4 of inpatient hospital
- deductible ■ Coinsurance during LIFETIME
  - RESERVE
    —Equals 1 2 of inpatient hospital deductible
- Blood deductible—first 3 pints (or equivalent units of packed red blood cells) per benefit penod (beneficiar) has the option to replace this blood)

(See next page)

### Part B-Medical Insurance

■ Monthly premium (may be increased for late enrollment)

Program pays 80% of REASONABLE CHARGES (80% of REASONABLE COSTS when a provider-hospital, SNF, or HHA-furnishes the services) after

- Annual DEDUCTIBLE (amounts applied to the deductible must be the REASONABLE CHARGES)
- COINSURANCE—20% of REASONABLE CHARGES
- Blood deductible—lirst 3 pints (or equivalent units of packed red blood cells) in a calendar year (beneficiary has the option to replace this blood)

### Exceptions:

- -For inpatient services of pathologists and radiologists-no deductible or coinsurance -For Part B home health services-deductible
- applies but not coinsurance

  For outpatient physician freatment of mental illness—only 62½% of REASONABLE CHARGES (maximum of \$312 50 per calendar year) may be allowed for benefit computation, after subtraction of any unmet deductible, the benefit is BO% of this adjusted amount (in effect, this limits the amount that Medicare

can pay for these services to \$250 in any one year)

#### Extended care

■ COINSURANCE from 21st through 100th day

Fouals 1 8 of inpatient hospital

■ No DEDUCTIBLE or comsurance for

Note: Premiums, like deductible end coinsurence amounts, are subject to change Premiums may change effective with July 1 of any year

### Part A-Hospital Insurance

- PROVIDER performs a service for a Medicare beneficiary
- Service is reviewed by a PSRO or an institutional UTILIZATION REVIEW COMMITTEE for medical necessity and epproprieteness
- Provider tiles a cleim
- Claim is processed end peid for by the INTERMEDIARY (or ODR) if certified to be medicelly necessary and appropriate and it all other coverage provisions are met
- Provider receives payment
- Beneficiery receives "Medicare Hospitel, Extended Care, end Home Heelth Benefits Record," an
- Provider has agreed not to charge Medicare beneficiary for covered items and services, but can bill for DEDUCTIBLE, COINSURANCE and noncovered items and service

(for certain noncovered items and services, WAIVER OF LIABILITY provisions may apply)

### Part B-Medical Insurance

### Two Methods of Filling

- Assignment Method
  - -Must be egreed to by both the beneficiary and the physicien or supplier -Physician or supplier tiles claim
  - -Payment is made by the CARRIER directly
  - to the physician or supplier
  - -Beneficiery receives "Explanation of Medicare Benefits" (EOM8)
  - —Physicien or supplier agrees to eccept
     REASONABLE CHARGE as full charge
  - -Physicien or supplier can bill the patient for no more then the unmel DEDUCTIBLE. COINSURANCE, and for noncovered ilems and services
  - For certain noncovered items and services
    WAIVER OF LIABILITY provision may apply
- Nonassignment Method
  - -Beneficiary sends HCFA-1490 directly to the carrier with itemized bill (or with Part II of HCFA-1490 completed by physician)
    - -Beneficiary receives EOMB end payment directly
      -Medicare payment to beneticiary is based
  - on REASONABLE CHARGE but physician or supplier is not restricted to REASONABLE CHARGE
  - -WAIVER OF LIABILITY provision does not apply to nonassignment method
- When a PROVIDER (hospital, SNF or HHA) turnishes Part 8 services, the provider always submits the claim

Payment is made by carrier except when a PROVIDER (hospital, SNF, or HHA) furnishes Part B services, payment is then made by the INTERMEDIARY in the same manner as outlined under Part A (see left side of this page)

### Part B - Medical Insurance

A person denied Medicare benefits or in disagreement with the amount of benefits payable may appeal the decision on their claim es follows:

### Issues involving banatits payabla undar Part A

Reconsideration
Usa HCFA-2649
60 days for filing

Hearing
Use HA-501 U6
60 days for filing
Oisputed amount must
be \$100 or more

Appeals Council Review Use HA-520 U6 60 days for filing

Judiciel Review 60 deys for filing 0isputed amount must be \$1,000 or more issuas involving banafifs peyabla undar Part B

Raview Use HCFA-1964 6 months for filing

Hearing
Use HCFA-1965
6 months for filing
Oisputed amount must
be \$100 or more

No Judicial Review provided

Issues involving Medicare entitlement or anrollment

Reconsideration Use SSA-561 U2 60 days for filing

Hearing
Use HA-501 U5
60 days for filing

Appeals Council Review Use HA-520 U6 60 days for filing

Judicial Review 60 days for filing

### HOW A CLAIM IS APPEALED

Issues involving PSRO denials of benefit payable under Parts A or B

Reconsideration
Written request within
60 days to
PSRO which denied the claim

Any representative of the PSRO at the health care

STATEWIDE COUNCIL Review

Written request within 60 days to STATEWIOE COUNCIL

Disputed amount must be \$100

Administrative Law Judge -- (for petient only)

Watten request within 60 days

- to either -PSRO which denied the claim
  -STATEWIDE COUNCIL (where
- applicable)

  -Social Security District Office

  -Railroad Retirement Board
  (where applicable)
- An Administrative Law Judge of the Office of Hearings and Appeals

Disputed amount must be \$100 or more

#### Judiclei Review

Written request within 60 days

Oisputed amount \$1,000 or more

All time limits subject to extension for "good cause"

### The Social Security Office

serves es e focel point for interrelationships between the beneficiary and the organizations which edminister and operate the Medicare program

The Social Security Office mey essist in eny of the following ways:

- Esteblish entitlement to Hospitel Insurance—Part A
- Enrollment for Medicel Insurance Pert B
- Explain benefits evailable under Pert A and Pert B
- Assist beneficiaries in claiming Part A end Part B benefits
- Assist in filing claims for hospital EMERGENCY SERVICES
- Assist direct-dealing PROVIDERS in filing for Part A end Part B benefits (See OOR)
- Obtain correct HI claim numbers PROVIDERS, INTERMEDIARIES, CARRIERS, and others
- Assist other components in resolving problems related to Part A and Part B claims
- Explain benefits paid to or on behalf of beneficiaries"

- Explein appeal rights and assist claimants in tiling eppeals
- Assist beneficiaries with name or address chenges
- Assist beneficiaries in obtaining correct Medicare cards, and replacement fost or stolen cards
- Assist beneficiaries with premium billing problems
- Assist beneficiaries in forwarding premiums
- Receive and refer complaints of violations of Title VI of the Civil Rights Act
- Assist in maintaining the integrity of the Medicare program by identifying potential waste and program abuse
- Promote public ewareness of Medicare protection through public information programs

<sup>\*</sup>Beneficianes are encouraged to call CARRIERS directly on claims related matters

AUTOMATIC ENROLLMENT—The procedure whereby retirament and survivors' insurance (RSI) baneficiaries, end peopla entitled to disability-based benefits are sent Medicare cards three months before their first month of eligibility for hospital insurance. These Medicare cards show entitlement to both hospital insurance (HI) and supplementary medical insurance (SMI). The SMI enrollment is automatic unless declined by the beneficiary, in writing, no later than the month prior to the effective date of coverage. AUTOMATIC ENROLLMENT-

People filing initial RSI claims outside their initial enrollment period (IEP), but during a general enrollment period (GEP), to establish entillement to hospital insurance are deemed automatically enrolled in SMI during that GEP, unless they specifically decline

People filing initial RSI claims outside their IEP or a GEP to establish entitlement to hospital insurance (often retroactive) are deemed automatically enrolled in SMI in the next GEP, unless they specifically decline

- BENEFIT PERIOD—The time period used in determining whether Medicare can pay for covered Part A services. A benefit period begins the first day a beneficiary is furnished inpatient hospital or extended care services by a obatified PROVIDER it enos when the beneficiary has not been an inpatient of a hospital or other tacility primarily providing skilled nursing or rehabilitation services for 60 consecutive days. There is no limit to the number of benefit periods a beneficiary, can have
- CARRIER—An organization which has entered into an agreement with HHS to process claims under the Medical Insurance program (Part B).

- COINSURANCE—GENERAL—The portion of raimbursable hospital and medicat expenses, after subtraction of any deductible, which Medicare does not pay. Under Part A, coinsurance is per-day dollar amount, and under Part B it is 20% of REASONABLE. 20% of REASONABLE CHARGES.
- COINSURANCE—PART A—
  Hospital—From the 61st through the
  90th day, the daily coinsurance
  amount is equal to 1/4 of the
  inpatient hospital deductible
  applicable for that BENEFIT PERIOD.

Lifetime reserve-For each of the 60 infatime reserve days used, the daily coinsurance amount is equal to 1/2 of the inpatient hospital deductible applicable for that benefit period

-From the 21st through the 100th day the daily coinsurance amount is equal to 1/8 of the inpatient hospital deductible applicable for that benefit period

- COINSURANCE-Part B-COINSURANCE—Part D—Arter the annual deductible has been met, Medicare pays 80% of REASONABLE CHARGES for covered services and supplies (see exceptions under What it Costs). The remaining 20% of REASONABLE CHARGES IS
- DEDUCTIBLES—PART A—
  Inpatient hospital deductible—An initial
  amount in each benefit period
  (reflecting the national average charge
  per day in a hospital) which Medicare
  does not pay

Blood deductible—The tirst 3 pints of unreplaced blood (or equivalent units of packed red blood cells) administered in each benefit period for which Medicare does not pay

### GLOSSARY OF TERMS

DEDUCTIBLES—PART B—The first 560 in Part B expenses which must be incurred before Medicare starts to be. Expenses incurred in the last 3 months of a year which are applied toward the deductible for that year may also be used toward the deductible for the following year.

There is a separate 3-prit blood oeductible per calendar year under Part B which applies in the same way as the Part A blood deductible.

- DEEMED INSURED—This provision requires 3 quarters of coverage IIOC is whenever adquired for each year after 1966 and before the year of attainment of age 65. No OC is are needed for persons age 65 before 1968 or for PREMIUM HI enrollees Note. No OC is are needed to enroll in Part IB.
- EMERGENCY SERVICES—Hospital services which are necessary to prevent the death or serious imparment to the health of the individual, necessitating the use of the most accessible hospital equipped to furnish the services. If certain conditions are met, partial payment may be made for such services furnished by nonparticipating hospitals.
- ENROLLMENT PERIOD—Thara are two kinds of enrollment periods during which a person can voluntantly enroll for Part B, or for PREMIUM HOSPITAL INSURANCE;

Initial Enrollment Period (IEP)—The 7-month panod beginning 3 months before and ending 3 months after the month a person first meets all eligibility requirements. Effective date of coverage depends upon the month of enrollment

General Enrollment Period (GEP)— January 1 through March 31 of each year Coverage effective July 1 of that year

■ HEALTH MAINTENANCE ORGANIZATION (HMO)—An entity which provides, either directly or through arrangements with others, a comprehensive ranga of health services to members based on a predefermined

- rate without regard to the frequency or extent of the services rendered
- HOME HEALTH AGENCY (HHA)—An agency meeting certain requirements which provides health care in the home see PARTICIPATING. Among services provided are part-time skilled nursing offer and physical occupational or speech therapy. Coverage is available under both Part A and Part I
- INTERMEDIARY—An organization which has entered into an agreemen with HHS to process Medicare claim from hospitals SkillED NURSING FACILITIES, and HOME HEALTH AGENCIES under Part A
- LEVEL OF CARE—To qualify for Medicare benefits for inpatient hospital SKILLED NURSING FACILITY, or home health services a beneficiary must both need and receive a certain type and degree of health care (i.e. a certain level of care. It is a certain level of care. It is a certain the state of the stat
- LIFETIME RESERVE—Additional days of inpatient hospital care the beneficiary may draw upon after 9D days in a BENEFIT PERIOD have been used Reserve days used cannot exceed 6O during a beneficiary's litefilms.
- ODR—Office of Direct Reimbursement, Bureau of Support Sarvices, Health Care Financing Administration—Acts as an intermediary for PROVIDERS who elect to deal directly with the Federal government
- PARTICIPATING—To participate in the Medicare program, PROVIDERS must mast certain standards which help assure that they will be able to provide acceptable health care, and they must enfer into a formal agreament with the Federal government. In general, payments ara mada only to PROVIDERS who are participating in tha Madicare program.

- PREMIUM HI—Hospifal insurance obtainable by fimely application an payment of a monthly premium by individuals age 65 and older not otherwise eligibla for HI (effective 7/1 73).
- PROFESSIONAL STANDARDS
  REVIEW ORGANIZATION (PSRO)—A
  local physician organization established
  under the Social Security Act to review
  health care provided to patients under
  tha Medicara and Medicaid programs
  and to make determinations on the
  medical necessity, quality, and
  appropriateness of care
- PROVIDER—An institution or agency which provides health care services Hospitals, skilled nursing facilities (SNFs), and home health agencies (HHAs) are the major providers
- REASONABLE CHARGE—An individual charge determination made by a CARRIER for a covered Part B medical service or supply in the absence of unusual medical circumstances it is the lowest of (1) the physician's or supplier's customary charge for that service. (2) the prevailing charge for similar services in the locality (3) the actual charge made by the physician or suppliar and (4) the carner's private business charge for a comparable service.
- REASONABLE COST—The basis for payments to PARTICIPATING PROVIDERS. Reimbursement is based on the reasonable cost of providing services or the customary charges for such services, whichever is less.
- RURAL HEALTH CLINIC (RHC)—A PROVIDER based or independent tability located in a rural medically underserved area it meets certain certification requirements and provides outpatient primary, medical care through physicians physician assistants nurse practitioners and nurse mowies under the general supervision of a physician

- Institution such as a skilled nursing home or rehabilitation center. If is designed for the patient who no longer neads the intensive care of a hospital but who still needs, on a daily basis, skilled nursing care or other skilled rehabilitation services for a condition for which inpatient hospital services were received and which—as a practical matter—can only be provided in a SNF on an inpatient basis. To be certified as a SNF, the institution must meet certain conditions (see PARTICIPATING).
- STATE BUY-IN AGREEMENT—A statutory procedure whereby States may enroll certain welfare beneficiaries for Part B and pay their premiums
- STATEWIDE COUNCIL—A Statewide Professional Standards Review Council
- UTILIZATION REVIEW COMMITTEE— The hospital committee responsible for reviewing health care services provided Federally funded patients in those areas where a PSRO has not assumed
- areas where a PSRO has not assumed review

  WAIVER OF LIABILITY—A provision of Medicare which grants relief to a beneficiary who acted in good faith in accepting services, believing them to be covered by Medicare and linding later that they are not—for one of two reasons either the services are determined not to be reasonable and necessary or they are determined to constitute 'custodial care.' The beneficiary may not be held liable for payment of these services (except for deductible or consurance amounts) if the beneficiary did not know (and could not reasonably be expected to have known) that the services provided were not covered. The Medicare program itself will assume liability if neither the beneficiary nor the provider knew (or could reasonably be expected to have known) that the services were not covered. Does not apply to unassigned claims under Part 8.)

## Comments on a Guide to Medicare

As a user of this booklet, your opinion on the following is solicited.

- 1 In what way did you find the booklet useful?
- 2 How would you improve the booklet?
- 3 What Medicare topics would you suggest for similar publications?
- 4 What is your organization and position?

Address comments to:

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